Filing Company: Homesteaders Life Company State Tracking Number:

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: FA001

Project Name/Number: /

# Filing at a Glance

Company: Homesteaders Life Company

Product Name: FA001 SERFF Tr Num: HMST-128287810 State: Arkansas TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num:

Variable Closed

Sub-TOI: A02I.002 Flexible Premium Co Tr Num: FA001 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Melanie Brown Disposition Date: 06/06/2012
Date Submitted: 05/31/2012 Disposition Status: Approved-

Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

# **General Information**

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 02/22/2006

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Overall Rate Impact: Filing Status Changed: 06/06/2012
State Status Changed: 06/06/2012

State Status Changed. 00/00/2

Deemer Date: Created By: Melanie Brown

Submitted By: Melanie Brown Corresponding Filing Tracking Number:

Filing Description:

Flexible premium deferred annuity FA001-A is being submitted for your review and approval. Application form L310A will be used with this annuity and is also being submitted for your review and approval. Application form L310 will be used will also be used in an electronic (online) format. The electronic version will contain the same text/language as the paper version.

It is our intention to provide these products for use as a means by which consumers may fund final expenses or secure formal preneed funeral contracts. All sales will be conducted by licensed insurance personnel.

No advertising is planned for use in marketing these products. If any advertising is developed, it will be filed as required.

Filing Company: Homesteaders Life Company State Tracking Number:

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: FA001

Project Name/Number:

This annuity will not be sold with the aid of formal illustrations.

This filing does not contain any unusual items and does not vary from normal company or industry standards. The forms have been completed with specific data for a 35-year old male insured.

Homesteaders reserves the right to make formatting changes to this policy and application form without the necessity of refilling.

State Narrative:

# **Company and Contact**

# **Filing Contact Information**

Melanie Brown, Corporate-Compliance mbrown@homesteaderslife.com

Coordinator

P. O. Box 1756 515-440-7730 [Phone]
Des Moines, IA 50306-1756 515-440-7690 [FAX]

**Filing Company Information** 

Homesteaders Life Company CoCode: 64505 State of Domicile: Iowa 5700 Westown Parkway Group Code: Company Type: Life West Des Moines, IA 50266 Group Name: State ID Number:

(515) 440-7730 ext. [Phone] FEIN Number: 42-0316600

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: 2 forms @ \$50 each

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Homesteaders Life Company \$100.00 05/31/2012 59554816

Filing Company: Homesteaders Life Company

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

State Tracking Number:

Variable

Product Name: FA001

Project Name/Number:

# **Correspondence Summary**

# **Dispositions**

Status Created By Created On Date Submitted

Approved- Linda Bird 06/06/2012 06/06/2012

Closed

**Objection Letters and Response Letters** 

**Objection Letters Response Letters Status Created By** Created On Date Submitted **Responded By Date Submitted Created On** Linda Bird Melanie Brown Pending 06/05/2012 06/05/2012 06/06/2012 06/06/2012 Industry

Response

Filing Company: Homesteaders Life Company State Tracking Number:

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: FA001

Project Name/Number: /

# **Disposition**

Disposition Date: 06/06/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Filing Company: Homesteaders Life Company State Tracking Number:

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: FA001

Project Name/Number:

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Form (revised)	Flexible premium deferred annuity		Yes
Form	Flexible premium deferred annuity	Replaced	Yes
Form (revised)	Application for an individual deferred annuity		Yes
Form	Application for an individual deferred annuity	Replaced	Yes

Filing Company: Homesteaders Life Company State Tracking Number:

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: FA001

Project Name/Number: /

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 06/05/2012
Submitted Date 06/05/2012
Respond By Date 07/05/2012

Dear Melanie Brown,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Filing Company: Homesteaders Life Company State Tracking Number:

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: FA001

Project Name/Number: /

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 06/06/2012 Submitted Date 06/06/2012

Dear Linda Bird,

#### Comments:

# Response 1

Comments: The provisions of Ark. Code Ann 23-79-138 have been added to Page 16 of the policy and to the application form. The application has been renamed L310-AR. Revised forms have been attached to the form schedule tab.

We certify that a copy of the Life and Health Guaranty Notice required by Regulation 49 is provided to each policyowner at the time of delivery of the policy.

#### **Related Objection 1**

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

# **Changed Items:**

No Supporting Documents changed.

# Form Schedule Item Changes

Form Name Form Edition Form Type Action Action Readability Attach

Filing Company: Homesteaders Life Company State Tracking Number:

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: FA001

Project Name/Number:

•							
	Number	Date			Specific Data	Score	Document
Flexible premium deferred annuity  Previous Version	FA001-A		Policy/Contract/Fraternal Certificate	Initial		48.400	AR_FA00 1.pdf
Flexible premium deferred annuity	FA001-A		Policy/Contract/Fraternal Certificate	Initial		48.400	FA001_Re v0512.pdf
Application for an individual deferred annuity	L310A		Application/Enrollment Form	Initial		45.300	L310- AR_SPEC _0612.pdf
Previous Version							
Application for an	L310A		Application/Enrollment	Initial		45.300	L310A_04
individual deferred annuity			Form				12_Spec.p df

No Rate/Rule Schedule items changed.

Sincerely, Melanie Brown

Filing Company: Homesteaders Life Company State Tracking Number:

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: FA001

Project Name/Number: /

# Form Schedule

Lead Form Number: FA001

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Status						
	FA001-A	Policy/Cont Flexible premium ract/Fratern deferred annuity al Certificate	Initial		48.400	AR_FA001.pd f
	L310A	Application/Application for an Enrollment individual deferred Form annuity	Initial		45.300	L310- AR_SPEC_06 12.pdf



P.O. Box 1756 • Des Moines, IA 50306-1756 800-276-7069

# FLEXIBLE PREMIUM DEFERRED ANNUITY POLICY

- Annuity benefit payable at Maturity Date.
- Death benefit payable in event of the Annuitant's death prior to the Maturity Date.
- Nonparticipating, no dividends, earnings or distributable surplus is payable.

#### **Benefits**

The terms of this Policy are contained on this and the following pages. A Guide to Policy Provisions is located on Page 2.

We will pay the Proceeds of this Policy according to the terms of the Policy. The Proceeds will provide a monthly income, or other Payment Option, in accordance with the Payment Plan selected as described in Section 2: Payment of Policy Proceeds and in Section 9: Payment Plans.

The Owner, Annuitant, and Beneficiary are as named in the application unless changed as provided in this Policy. This Policy is a legal Contract between the Owner and Homesteaders Life Company.

The Home Office Mailing Address is Homesteaders Life Company, P.O. Box 1756, Des Moines, Iowa 50306. The toll-free telephone number for the Homesteaders Life Company Home Office is (800) 477-3633.

This Policy is issued in consideration of the application and payment of a Premium.

This Policy is signed for Homesteaders Life Company at Our Home Office located at 5700 Westown Parkway, West Des Moines, Iowa 50266.

This Policy is signed as of the Policy Date of this Policy.

ary Pres

**Notice of Thirty-Day Right to Examine Policy:** Within thirty days after this Policy is delivered to the Owner, it may be returned to Homesteaders Life Company or Our agent for a full refund of Premium paid. If the Policy is returned, it will be deemed void from the Policy Date. We will refund all Premium paid.

**READ YOUR POLICY CAREFULLY.** The Policy is a legal Contract between You, the Owner, and Us, the insurer. Check the attached application, because it is a part of this Contract. If the application is not complete or has an error, please let Us know. Incorrect information on Your application may have an adverse effect on Your Policy, its benefits, or the Payment of Proceeds.

# **Guide to Policy Provisions**

#### 1: DEFINITIONS

#### 2: PAYMENT OF POLICY PROCEEDS

- 2.1 Death of Annuitant
- 2.2 Death of Owner
- 2.3 Interest on Death Proceeds
- 2.4 Proceeds Payable at Maturity
- 2.5 Exemption of Proceeds

#### 3: PREMIUM

- 3.1 Initial Premium Amount
- 3.2 Planned Premium
- 3.3 Premium Mode

# 4: OWNERSHIP, ASSIGNMENT, AND BENEFICIARY

- 4.1 Ownership
- 4.2 Contingent Owner
- 4.3 Assignment of Your Policy
- 4.4 Beneficiary
- 4.5 Death of Beneficiary Before Death of Annuitant
- 4.6 Change of Beneficiary
- 4.7 Simultaneous Death of Beneficiary and Annuitant
- 4.8 Simultaneous Death of Owner and Annuitant

# 5: POLICY VALUES

- 5.1 Accumulation Value
- 5.2 Cash Surrender Value
- 5.3 Partial Surrenders
- 5.4 Contract Continuance
- 5.5 Payment Deferral

#### **6: INTEREST CREDITED**

- 6.1 Guaranteed Minimum Interest Rate
- 6.2 Base Interest Rate

# 7: SURRENDER CHARGES

# 8: GENERAL TERMS

- 8.1 Your Contract With Us
- 8.2 Limits on Contesting This Policy
- 8.3 Valid Release for Payment
- 8.4 Option to Change Maturity Date
- 8.5 Annual Statement of Values
- 8.6 Misstatement of Age or Sex

#### 9: PAYMENT PLANS

- 9.1 Request for Payment Options
- 9.2 Payment Options
- 9.3 Supplementary Contract
- 9.4 Excess Interest
- 9.5 Payee's Death Benefit and Right to Surrender
- 9.6 Limitations on the Use of the Payment Options
- 9.7 Tables of Income Benefit Payments

### **DATA PAGE**

#### FLEXIBLE PREMIUM DEFERRED ANNUITY

Annuitant: [Jonathan Michael Smith] Policy Number: [FPDA556556]

Annuitant Age at Issue: [35] Policy Date: [April 01, 2006]

Annuitant Gender: [Male] Maturity Date: [April 01, 2041]

Owner: [Jonathan Michael Smith]

Planned Premium: \$[1,000.00]

Premium Mode: [Annual]

Base Interest Rate: [4.50]%

The Base Interest Rate will not change prior to: [April 01, 2007]

Guaranteed Minimum Interest Rate: [2.90]%

The initial Base Interest Rate is applicable only to the Accumulation Value. Each Premium Payment is added to the Accumulation value, and is credited interest according to the Base Interest Rate in effect at the time of the premium payment. After one year, the Base Interest Rate will change as described in Section 6: Interest Credited.

# **CASH SURRENDER VALUE:**

The Cash Surrender Value for any year is the Accumulation Value less the Surrender Charge then in effect.

## SURRENDER CHARGE PERCENTAGE:

The Surrender Charge is a percentage of the Accumulation Value surrendered as shown below:

10 and above POLICY YEAR 1 2 3 5 6 8 PERCENTAGE 8.0% 7.0% 6.0% 5.0% 4.0% 3.0% 2.0% 1.0% 0.0% 0.0%

# **BASIS OF COMPUTATION OF RESERVES:**

The reserves and guaranteed values will at no time be less than the minimum reserves required by the laws of the state in which this Policy is issued.

# **CONTINUATION DATA PAGE**

#### **TABLE OF GUARANTEED CASH SURRENDER VALUES**

The values shown in the table below are based on the information from the Data Page. The Planned Premium and the Initial Base Interest Rate for the first Policy Year and the Guaranteed Minimum Interest Rate in all other Policy years.

End of Policy Year	Attained Age	Accumulation Value	Cash Surrender Value	End of Policy Year	Attained Age	Accumulation Value	Cash Surrender Value
1	[36]	[1,045]	[961]	16	[51]	[20,603]	[20,603]
2	[37]	[2,104]	[1,957]	17	[52]	[22,230]	[22,230]
3	[38]	[3,194]	[3,003]	18	[53]	[23,903]	[23,903]
4	[39]	[4,316]	[4,100]	19	[54]	[25,625]	[25,625]
5	[40]	[5,470]	[5,251]	20	[55]	[27,398]	[27,398]
6	[41]	[6,658]	[6,458]	21	[56]	[29,221]	[29,221]
7	[42]	[7,880]	[7,722]	22	[57]	[31,098]	[31,098]
8	[43]	[9,137]	[9,046]	23	[58]	[33,028]	[33,028]
9	[44]	[10,431]	[10,431]	24	[59]	[35,015]	[35,015]
10	[45]	[11,763]	[11,763]	25	[60]	[37,060]	[37,060]
11	[46]	[13,133]	[13,133]	26	[61]	[39,163]	[39,163]
12	[47]	[14,543]	[14,543]	27	[62]	[41,328]	[41,328]
13	[48]	[15,994]	[15,994]	28	[63]	[43,556]	[43,556]
14	[49]	[17,486]	[17,486]	29	[64]	[45,848]	[45,848]
15	[50]	[19,022]	[19,022]	30	[65]	[48,206]	[48,206]

# **TABLE OF GUARANTEED VALUES**

Values between Policy Anniversaries will be adjusted for any time elapsed during the year.

# **MONTHLY PAYMENTS AT SELECTED AGES:**

The monthly payments below are guaranteed minimum monthly payment amounts based on the Cash Surrender Value amounts shown in the Table of Guaranteed Values and the Life Income Payment Option and the Life Income with a Certain Period of 10 Years Payment Option. Both these Payment Options are described in Section 9.2 Payment Options of this Policy.

			Life Only	Life Annuity
			Annuity	with 10 Years
		Cash		Certain
Policy	Attained	Surrender	Monthly	Monthly
Year	Age	Value	Income	Income
25	[60]	[37,060]	[163.43]	[160.47]
30	[65]	[48,206]	[246.82]	[238.14]
35	[70]	[61,066]	[371.89]	[348.08]
40	[75]	[75,901]	[563.95]	[498.67]

#### 1: DEFINITIONS

**Annuitant** means the person on whose life the annuity benefit for this Policy is based. The Annuitant named on the application for this Policy is named on the Data Page. The Annuitant may be someone other than the Owner, and must be a natural person.

**Annuitant Age** is calculated based on the age as of the last birthday of the Annuitant on or before the Policy Date or any Policy Anniversary after the Policy Date. The Annuitant Age at Issue is shown on the Data Page.

**Company,** Our, Us, and We refers to Homesteaders Life Company.

**Maturity Date** is the date payments begin for this Policy as elected in Section 9: Payment Plans. The planned date for the start of these payments is listed on the Policy Data Page as the Maturity Date. No Premiums can be accepted by Us on or after the Maturity Date. The Maturity Date can be changed as provided under Section 8.4 Option to Change Maturity Date.

**Owner**, You, and Your, refers to the person who owns the Policy. The person who signs the application as the Owner will be listed on the Data Page as the Owner, and will have all of the rights as the Owner of this Policy. If there is a change of Owner the Owner will be as listed in Our records. The Owner may be someone other than the Annuitant.

**Payee** means the person or persons receiving Proceeds from this Policy.

**Policy** means this Contract, issued and delivered to the Owner. It includes the application and any amendments, endorsements, or riders attached to this Contract.

**Policy Anniversary** means the date in succeeding years in which the month and day of the month are the same as the Policy Date. If a Policy is issued on February 29 of any year, the Policy Anniversary will be considered to be March 1 in any year that does not include February 29.

**Policy Date** is shown on the Data Page. It is the date on which this Policy is first put in force. Policy Months, Policy Years, and Policy Anniversaries are measured from the Policy Date.

**Policy Year** means the number of years from the Policy Date computed as one during the first year starting on the Policy Date, and incremented by one on each succeeding Policy Anniversary.

**Premium Tax** means any tax or fee imposed or levied by any Federal, state, or local government, or political subdivision thereof, on the Premium or Proceeds of this Policy.

**Proceeds** means amounts payable under this Policy.

**Request, Notice,** and **Election** mean written notifications in a form acceptable to Us, signed by the Owner and received at Our Home Office.

#### 2: PAYMENT OF POLICY PROCEEDS

Proceeds under this Policy are payable for the Death of the Annuitant, Maturity, and Full Surrender of the Policy. Each of these events has distinct terms determining how Proceeds are to be paid.

#### 2.1 Death of Annuitant

- (a) If the Annuitant dies prior to the Maturity Date, We will pay the Accumulation Value as of the date of the Annuitant's death to the Beneficiary appropriately designated for this Policy.
- (b) If the Annuitant dies after the Maturity Date, We will pay the remaining Proceeds, if any, adjusted according to the selected Payment Plan, to the Beneficiary appropriately designated for this Policy.

Before making the payments to the Beneficiary, We will require proof of death of the Annuitant acceptable to Us.

#### 2.2 Death of Owner

- (a) If the Owner is the Annuitant, Section 2.1 applies.
- (b) If the Owner is not the Annuitant and the Owner dies prior to the Maturity Date, Ownership of this Policy will be transferred as follows:
  - (i) Ownership of the policy will pass to the Contingent Owner as defined in Section 4.2 Contingent Owner. If no Contingent Owner is named or alive at the time of the Owner's death, the Annuitant will become the Owner. If the new Owner is not the spouse of the deceased Owner, Section 2.2 (b) (iii) will apply.
  - (ii) If the new Owner is to be the spouse of the deceased Owner, this Policy may be continued with all rights of Ownership being transferred to the spouse.
  - (iii) If the person named to be the new Owner is someone other than the spouse of the Owner, the entire principal and interest of the Policy must be distributed within five (5) years of the death of the Owner.
- (c) If the Owner dies on or after the Maturity Date, but before all Proceeds payable under this Policy have been distributed, We will continue payments guaranteed by the Payment Option in effect at the time of the Owner's death.

#### 2.3 Interest on Death Proceeds

If Proceeds are not paid in single sum or applied under a Payment Plan within thirty (30) days after We receive proof acceptable to Us of the Annuitant's death, We will pay interest on the Proceeds. If the state in which the Owner resides requires interest to be payable sooner (by either law or regulation), We will comply with the requirements of that state.

Interest will be paid at the rate declared by Us, but not less than the rate required by the state in which the Owner resides. We will credit interest from the date We receive proof acceptable to Us of death until the Proceeds are paid or applied under a Payment Plan.

# 2.4 Proceeds Payable at Maturity

On the Maturity Date, Proceeds under this Policy will be paid according to the Payment Plan selected (as described in Section 9.). If no Payment Plan has been selected, then payments will be made according to the automatic Payment Option of Life Income with a Certain Period of 10 Years to be paid out monthly.

### 2.5 Exemption of Proceeds

To the extent allowed by law, the Proceeds will be free from creditor's claims or legal process.

#### 3: PREMIUM

#### 3.1 Initial Premium Amount

Your Initial Premium Amount is due and payable no later than the Policy Date and is listed on the Data Page as the Initial Premium Amount. There is no Contract until the Initial Premium Amount is paid. If an instrument presented to Us as payment of all or any part of the Initial Premium Amount for this Policy is not negotiable for payment, or is determined to be not acceptable by Us, this Policy will be void.

#### 3.2 Planned Premium

The Planned Premium is the premium payment amount billed for and anticipated to be paid on each Premium Mode. The Planned Premium is shown on the Data Page. You may change the Planned Premium at any time by sending Us a Request on a form acceptable to Us and received at the Home Office. The change in Planned Premium will become effective when recorded by Us. We reserve the right to limit the Planned Premium amount to minimum or maximum amounts as determined by Us.

An amount other than the Planned Premium may be paid into the policy at any time. We reserve the right to limit Premium Payments to minimum or maximum amounts as determined by Us.

## 3.3 Premium Mode

The Premium Mode is the frequency with which the Planned Premium will be billed and expected to be paid. The Premium Mode can be changed by sending Us a Request on a form acceptable to Us and received at the Home Office. The change in Premium Mode will become effective when recorded by Us. We reserve the right to limit the Premium Mode to options we currently offer, or to limit the number and frequency of Premium Mode Changes.

# 4: OWNERSHIP, ASSIGNMENT AND BENEFICIARY

## 4.1 Ownership

The Owner can exercise the rights given by this Policy. The Owner can name a new Owner. The change of Ownership will go into effect when the Request for change in Ownership is made on a form acceptable to us and is appropriately signed and recorded by Us. The change will be subject to any payments or actions taken by Us before We record it.

# **4.2 Contingent Owner**

A Contingent Owner can be named in the application for this Policy. If the Owner dies, the Contingent Owner will then become the Owner of this Policy and have the authority to exercise all the rights allowed by this Policy to the Owner subject to Section 2.2 Death of Owner.

If the Contingent Owner has not yet reached the age of majority, no Ownership rights can be exercised by the Contingent Owner. An authorized person can be named to act on behalf of the Contingent Owner until the Contingent Owner attains the age of majority. We may require appropriate documentation acceptable to Us as proof of a person's authority to act on behalf of a Contingent Owner.

The Owner can change the Contingent Owner at any time during the Owner's life. A written Request must be received at Our Home Office to effect a change of Contingent Owner. The Request must be in a form acceptable to Us. The Contingent Owner change will go into effect when recorded by Us, subject to any payments We make or actions We take before We record the change. A change in Ownership to the Contingent Owner does not cancel or negate an Assignment of the Policy.

## 4.3 Assignment of Your Policy

During the Annuitant's life, the Owner can assign some or all of the Owner's rights under this Policy to someone else. A signed copy of the Assignment must be sent to Our Home Office in a form acceptable to us. An Assignment of Your Policy is not binding on Us until the Request for Assignment, or a copy of it, is recorded at Our Home Office, subject to any payments or actions taken by Us before the recording.

Consent of any Irrevocable Beneficiaries is required before any Assignment of Proceeds. We are not responsible for the validity or effect of any Assignment, including any tax consequences. A general Assignment is not a change of Owner.

# 4.4 Beneficiary

The Beneficiary is the person or persons named by the Owner to receive Proceeds payable at the death of the Annuitant. There can be more than one Beneficiary.

- (a) The Primary Beneficiaries receive Death Proceeds as defined by the Owner in a form acceptable to Us.
- (b) Contingent Beneficiaries can also be named, and are entitled to receive benefits at the death of the Annuitant only if all Primary Beneficiaries are deceased prior to the death of the Annuitant. Contingent Beneficiaries must also be designated in a form acceptable to Us prior to the death of the Owner and recorded at Our Home Office prior to the death of the Annuitant.
- (c) Irrevocable Beneficiaries, if named, must be named as Primary Beneficiaries. The designation of an Irrevocable Beneficiary cannot be changed or removed without the consent of the Irrevocable Beneficiary affected. The interests of any Irrevocable Beneficiary who predeceases the Owner will terminate at the time of death of that Irrevocable Beneficiary. The designation of an Irrevocable Beneficiary does not diminish the rights of the Owner with respect to this Policy including the right to effect a Full Surrender of this Policy.

# 4.5 Death of Beneficiary Before Death of Annuitant

Unless You state otherwise, all rights of a Beneficiary, including an Irrevocable Beneficiary, will end if he or she dies before the Annuitant. If any Beneficiary dies before the Annuitant, that Beneficiary's interest will be paid, in equal shares, to the surviving Beneficiaries who have a right to payment. If all Beneficiaries die before the Annuitant, upon the Annuitant's death We will pay the Death Proceeds to the Owner, if living, otherwise to the estate of the Owner.

### 4.6 Change of Beneficiary

The Owner can change the Beneficiary (including Contingent Beneficiary) at any time during the Annuitant's life. A written Request must be received at Our Home Office to effect a Change of Beneficiary. The Request must be in a form acceptable to Us. The Beneficiary change will go into effect when recorded by Us at Our Home Office, subject to any payments We make or actions We take before We record the change. We are not responsible for a Change in Beneficiary not recorded at Our Home Office.

To effect any change in the designation of an Irrevocable Beneficiary, the change must be submitted in a form acceptable to Us and signed by the Owner and also signed by the affected Irrevocable Beneficiary. Once a Beneficiary change has been effected, the rights of all prior Beneficiaries are canceled.

The rights of any Beneficiary to any Proceeds will be subject to:

- (a) any Assignment of this Policy, accepted and recorded by Us prior to the Annuitant's death; and
- (b) any Payment Plan in effect on the date of the Annuitant's death.

# 4.7 Simultaneous Death of Beneficiary and Annuitant

Death Proceeds will be paid as though the Beneficiary died before the Annuitant if:

- (a) the Beneficiary dies at the same time as the Annuitant; or
- (b) within 24 hours of the Annuitant's death.

#### 4.8 Simultaneous Death of Owner and Annuitant

Death Proceeds will be paid as though the Annuitant died before the Owner if:

- (a) the Annuitant dies at the same time as the Owner; or
- (b) within 24 hours of the Owner's death.

# 5: POLICY VALUES

#### 5.1 Accumulation Value

The Accumulation Value equals the Initial Premium Amount plus any additional premium payments less Premium Taxes, if any, accumulated with interest. Interest is calculated from the date the Initial Premium Amount is received. The date any Additional Premium or any other charges, fees, or deductions were effected will be used in the calculation of the interest credited to the Accumulation Value.

#### 5.2 Cash Surrender Value

At any time prior to the Maturity Date, You may Request to receive the Policy's Cash Surrender Value in a single sum. This is called a Full Surrender. We may require this Policy be returned to Us when the Proceeds are paid out as a Full Surrender. The Cash Surrender Value of this Policy is equal to (a) – (b) where:

- (a) is the Accumulation Value, and
- (b) is the applicable Surrender Charge (as described in Section 7: Surrender Charges).

#### 5.3 Partial Surrenders

Partial surrender or partial withdrawals of Cash Value are not allowed. The Owner may request a full surrender as described in Section 5.2 Cash Surrender Value.

#### **5.4 Contract Continuance**

We may return to you the full Cash Surrender Value and cancel this contract if either of (a) or (b) below are true:

- (a) We have received no Premium Payments for at least two full years, and the monthly benefit that would be paid out on the Maturity Date with the Life Annuity with a Certain Period of 10 Years option is less than \$20.00;
- (b) After the end of the fourth policy year the Accumulation Value is less than \$1,000.00.

## 5.5 Payment Deferral

We may delay payment of any amount surrendered for up to six months or the period allowed by the laws of the state in which this Policy is issued.

#### 6: INTEREST CREDITED

All interest rates within this Policy are annual effective rates. Interest is compounded daily and credited to the Accumulation Value.

#### 6.1 Guaranteed Minimum Interest Rate

The rate of interest credited to Premium Payments for this Policy will be the Base Interest Rate and is declared by Us. The Base Interest Rate is guaranteed to be not less than the Guaranteed Minimum Interest Rate shown on the Data Page.

#### 6.2 Base Interest Rate

The Initial Base Interest Rate applicable to the Initial Premium Amount is shown on the Data Page. The Base Interest Rates will not change for one year from the Policy Date.

We may change the applicable Base Interest Rates according to a schedule declared by Us, but the Base Interest Rate will not change on this policy more than once in twelve months.

# 7: SURRENDER CHARGES

A Full Surrender of the Cash Surrender Value may be subject to Surrender Charge. The Surrender Charge applicable at the time of Full Surrender will be the applicable Surrender Charge Percentage multiplied by the Accumulation Value.

The applicable Surrender Charge Percentage is shown on the Data Page. The Surrender Charge Percentage changes only on the Policy Anniversary. The Surrender Charge Percentage applicable on the first day of a Policy Year applies for all other days of that same Policy Year.

# 8: GENERAL TERMS

#### 8.1 Your Contract With Us

Your Policy is a legal Contract with Us. The Policy is issued in consideration of the application and in reliance of statements You included on the completed application and the payment of Premium. A copy of Your application is attached to, and made a part of, this Policy.

The Policy, any attached riders and endorsements, and the application make up the entire Contract between You and Us. Only an officer of the Company may change, modify, or waive the provisions of this Policy. No agent can change, modify, or waive the provisions of this Policy. Any change or additions to this Policy must be signed by an executive officer of Homesteaders Life Company in order to be binding on Us.

## 8.2 Limits on Contesting This Policy

We rely on the statements made in the application for the Policy. These statements, in the absence of fraud, are considered representations and not warranties. No statements may be used in defense of a claim under this Policy unless it is in the application. We will not contest payment of the Proceeds after this Policy has been in force during the Annuitant's life for two (2) years from the Policy Date.

# 8.3 Valid Release for Payment

If Proceeds are payable to any Annuitant or Beneficiary not legally competent to give a valid release, We may pay the Proceeds in monthly installments, not exceeding \$100, to the person or persons who appointed as either legal conservator or legal guardian of the Annuitant or Beneficiary. Proof of designation as the legal conservator or as the legal guardian must be submitted to Us.

#### 8.4 Option to Change Maturity Date

You may elect a new Maturity Date at any time by making a written Request to Us at Our Home Office at least thirty (30) days prior to the Maturity Date. We may require that the Policy be submitted for endorsement to show the change.

#### 8.5 Annual Statement of Values

We will send You, at least once each Policy Year, a statement showing the following values for the period covered by the statement and as of the statement date:

- (a) the amount of Premium paid;
- (b) the Accumulation Value; and
- (c) the Cash Surrender Value.

#### 8.6 Misstatement of Age or Sex

If the Annuitant's age or sex is misstated, We will adjust the Proceeds. The Proceeds of this Policy will be adjusted to those Your Premium would have bought at the correct age and sex. Any underpayment made by Us will be made up immediately. Any overpayment made by Us will be deducted from the succeeding payments until fully recovered.

#### 9: PAYMENT PLANS

After the first Policy Year, Proceeds can be converted into a Supplementary Contract to initiate an Income Benefit under any of the Payment Options described below. You can choose a Payment Option during the Annuitant's lifetime. The choice of a Payment Option can be changed during the life of the Annuitant prior to the start of payments under a Payment Option. If You have not chosen a Payment Option prior to the Annuitant's death, the automatic option as described in Section 2.4 Proceeds Payable at Maturity will apply.

The calculation of the Payment Option Income Benefit Amount will be based on the Accumulation Value less the applicable Surrender Charge. This amount will be used to determine the minimum benefit payment amount based on the tables in Section 9.7 Tables of Income Benefit Payments. The first payment of the selected Payment Option will be paid on the effective date of the Supplementary Contract unless otherwise specified.

The Payee is the person receiving Income Benefit payments from Proceeds paid out according to the Payment Option selected.

#### 9.1 Request for Payment Options

While the Annuitant is alive, the Owner may choose how the Proceeds are to be paid among the options, which are described below. If, when the Annuitant dies, the Owner has not made a choice, the Beneficiary may elect a Payment Option. If, after six months from the date We receive Notice of death of the Annuitant, neither the Owner nor the Beneficiary has selected a Payment Option, the Policy Proceeds will be paid in one single sum. The Beneficiary may Request a Payment Option before the Proceeds are paid and within six months after the Annuitant's death.

A Payee may not assign, transfer, or encumber any payments prior to their receipt. To the extent permitted by the law, the amount We retain is not subject to claims by any creditor or to execution or legal process on behalf of any creditor of a Payee.

If the Payment Option chosen is contingent on the life of at least one Payee, We will require proof of Age of each person on whose life an option is based. The age of each Payee will be determined as of the date the first payment is payable.

After the last designated Payee has died, We will pay any remaining guaranteed payments, according to the terms of the Supplementary Contract, to the estate of that Payee unless a Beneficiary has otherwise been designated for the Supplementary Contract.

#### 9.2 Payment Options

#### Option A Interest Income.

We will hold the amount left with Us as a principal sum for an agreed period and pay interest on that amount. Interest will be credited to the unpaid balance subject to a minimum rate of 1.50%.

#### Option B Payments of a Fixed Period.

We will pay a fixed number of equal monthly payments as shown in Table I. The payments under this option will be calculated using an interest rate no less than 1.50%.

#### Option C Payments of a Fixed Amount.

We will pay a fixed amount each month, or other period We agree to, until the entire Proceeds, with interest, are paid. The final payment will be any balance equal to or less than any one payment. The payments under this option will be calculated using an interest rate no less than 1.50%.

# Option D Life Income.

We will pay equal monthly payments as long as the Payee lives. The amount of each payment will depend on the age at the time payments start under the Payment Option, Gender of the Payee, and the length of the certain period (if any) as shown in Table II. The payments distributed under this option are guaranteed to be no less than the payments calculated using an interest rate of 2.00% and the Annuity 2000 Valuation Mortality Table for Males and Females. The payment choices for this option are:

- (1) Life Income with No Certain Period;
- (2) Life Income with a Certain Period of 10 years;
- (3) Life Income with a Certain Period of 20 years; or

The Proceeds may be paid out under any other payment schedule agreed to by the Company and the Owner or, if the Owner is deceased, the Beneficiary.

The first payment under the Payment Options, except Option A, is payable on the date the option becomes effective. For Benefit Payments made monthly, the following payments are payable on the same day of the month as the first payment. For Benefit Payments made Annually the following payments are payable on the same month and day as the first payment. If a payment date occurs on a date not in the calendar, the payment will be payable no later than the first day of the next month. The payment interval may be other than monthly if agreed to by Us. Payment under Option D will be subject to proof of the age and continued life of each Payee. The proof must be satisfactory to Us.

For Payment Options based on the continuing life of a Payee (Option D), We may require proof that the Payee or Payees continue to be alive. Prompt notification of the Payee's death is required. All overpayments made after the death of a Payee will be recoverable by Us if the payments should have discontinued or should have been adjusted due to the death of a Payee.

#### 9.3 Supplementary Contract

A Supplementary Contract will be issued in exchange for this Policy when settlement is made under a Payment Option. The effective date of the Payment Option shall be one of the following, as appropriate: the date We receive proof of death of the Annuitant, the Maturity Date, the effective date of Surrender, or any other date if We agree.

#### 9.4 Excess Interest

The minimum interest rate used in the calculation of benefit payments for each Payment Option is disclosed in the description of each Payment Option listed in Section 9.2 Payment Options. We may use a higher rate for the calculation of the periodic payments under any payment Option.

# 9.5 Payee's Death Benefit and Right to Surrender

(1) Payment on Death of Payee

If any payments are payable after death of the Payee(s), We will:

- (a) Continue such payments to the Beneficiary named in the Supplementary Contract or pay a death benefit in single sum, as directed in the Supplementary Contract; or
- (b) Pay a death benefit in single sum as defined in the Supplementary Contract to the estate of the Payee, if no Beneficiary is named in the Supplementary Contract, or if no Beneficiary is living at the time of death of the Payee.

A Beneficiary named to receive continued payments must be qualified for such payments under Section 9.6 Limitations on the Use of the Payment Options. Any death benefit paid in single sum will be the amount described in (3) below.

Beneficiaries may be named in the payment option Request. Any beneficiary change must be recorded at Our Home Office. On recording, the change will take effect on the date it was signed, subject to any payment made or action taken by Us before Our recording. We may require the Supplementary Contract for endorsement of the change.

#### (2) Right to Surrender

The Payee shall not have the right to surrender the supplementary Contract or commute or assign its benefits or withdraw any principal sum unless the right is granted in such Contract. The amount of any surrender value shall be the amount described in (3) below.

## (3) Amount of Death Benefit and Surrender Value

The amount of the death benefit and the surrender value for the option elected will be:

- (a) Under Option A, the remainder of the principal sum;
- (b) Under Option B and C, the commuted value of any remaining, unpaid payments for the fixed period;
- (c) Under Option D, the commuted value of any remaining, unpaid payments for the certain period.

#### 9.6 Limitations on the Use of the Payment Options

Use of the Payment Options is subject to these conditions:

- (a) The options may be used only to provide payments to the following:
  - (i) The Annuitant while living;
  - (ii) A Beneficiary who is a natural person named to receive payment; or
  - (iii) A corporate Owner of this Policy named to receive payment under Options B or C. Payments to a corporation under Option D must depend on the life of the Annuitant.
- (b) We reserve the right to pay in a single sum the amount applied under any Payment Option if the Proceeds payable amount:
  - (i) Is less than \$5,000; or
  - (ii) Would result in payments of less than \$100 each.
- (c) A Payment Option will not be available if in selecting that Payment Option, this Policy would no longer qualify as an annuity under any Federal or state law or regulation.

#### 9.7 Tables of Income Benefit Payments

Tables I, II, and III show the minimum payments under Options B, C, and D for each \$1,000 of Proceeds applied. "Age last birthday" of a Payee, means the age on the last birthday the date the first payment is due. If the Payee's birthday occurs on the date the first payment is due, the age shall be the age on that birthday.

# **BENEFIT PAYMENT OPTION TABLES**

Table I Option B – Fixed Period Options

Fixed Period In Years	Annual Payment Amount	Monthly Payment Amount	
5	205.99	17.28	
6	172.93	14.50	
7	149.31	12.52	
8	131.60	11.04	
9	117.84	9.88	
10	106.83	8.96	
11	97.82	8.20	
12	90.32	7.57	
13	83.98	7.04	
14	78.54	6.59	
15	73.83	6.19	
16	69.71	5.84	
17	66.08	5.54	

Fixed Period In Years	Annual Payment Amount	Monthly Payment Amount
18	62.86	5.27
19	59.97	5.03
20	57.38	4.81
21	55.03	4.61
22	52.90	4.43
23	50.96	4.27
24	49.18	4.12
25	47.55	3.98
26	46.04	3.86
27	44.64	3.74
28	43.35	3.63
29	42.14	3.53
30	41.02	3.44

Table II Option D – Life Income Options

Fema	le F	Rates
------	------	-------

	Life Only Income Benefit		Life with 10 Years Certain		Life with 20 Years Certain	
011						
Start	Annual Amount	Monthly Amount	Annual Amount	Monthly Amount	Annual Amount	Monthly Amount
Age						
55	42.36	3.60	42.14	3.57	41.21	3.49
56	43.26	3.67	43.01	3.65	41.95	3.55
57	44.21	3.76	43.92	3.73	42.71	3.62
58	45.22	3.84	44.88	3.81	43.50	3.69
59	46.28	3.94	45.90	3.90	44.31	3.75
60	47.41	4.03	46.97	3.99	45.15	3.83
61	48.60	4.14	48.09	4.09	46.00	3.90
62	49.87	4.25	49.28	4.19	46.87	3.97
63	51.22	4.37	50.54	4.30	47.75	4.05
64	52.66	4.49	51.86	4.42	48.65	4.12
65	54.18	4.63	53.26	4.54	49.55	4.20
66	55.81	4.77	54.74	4.66	50.44	4.27
67	57.56	4.92	56.30	4.80	51.33	4.35
68	59.42	5.09	57.95	4.94	52.20	4.42
69	61.43	5.26	59.68	5.09	53.05	4.49
70	63.58	5.45	61.51	5.25	53.87	4.56
71	65.90	5.66	63.43	5.42	54.64	4.62
72	68.39	5.88	65.45	5.59	55.37	4.68
73	71.08	6.12	67.55	5.77	56.04	4.73
74	73.98	6.38	69.74	5.96	56.65	4.78
75	77.11	6.66	72.00	6.15	57.19	4.82

**Male Rates** 

	Life Only		Life with		Life with	
		Benefit		Certain		Certain
Start	Annual	Monthly	Annual	Monthly	Annual	Monthly
Age	Amount	Amount	Amount	Amount	Amount	Amount
55	45.85	3.90	45.40	3.86	43.68	3.70
56	46.90	3.99	46.39	3.94	44.44	3.76
57	48.01	4.09	47.44	4.03	45.22	3.83
58	49.18	4.19	48.54	4.13	46.02	3.90
59	50.43	4.30	49.69	4.23	46.82	3.97
60	51.75	4.41	50.91	4.33	47.64	4.03
61	53.16	4.54	52.20	4.44	48.46	4.10
62	54.67	4.67	53.55	4.56	49.28	4.17
63	56.27	4.81	54.96	4.68	50.10	4.24
64	57.97	4.96	56.45	4.81	50.91	4.31
65	59.79	5.12	58.00	4.94	51.71	4.38
66	61.73	5.29	59.63	5.08	52.49	4.44
67	63.79	5.47	61.32	5.23	53.25	4.50
68	65.98	5.67	63.07	5.38	53.97	4.56
69	68.31	5.87	64.89	5.54	54.66	4.62
70	70.79	6.09	66.78	5.70	55.31	4.67
71	73.42	6.33	68.71	5.87	55.92	4.72
72	76.22	6.58	70.70	6.04	56.48	4.77
73	79.19	6.85	72.74	6.21	56.99	4.81
74	82.36	7.13	74.82	6.39	57.45	4.84
75	85.74	7.43	76.92	6.57	57.87	4.88

#### IMPORTANT INFORMATION

In the event You need to contact someone about your Policy for any reason, please contact Your agent. If You are unable to reach Your agent, or feel You have not received adequate answers to Your questions, contact Our Customer Service representative at:

Homesteaders Life company P. O. Box 1756 Des Moines, IA 50306-1756 1-800-477-3633 or 1-515-440-7777

If We at Homesteaders Life Company fail to provide You with reasonable and adequate service, You should feel free to contact:

Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904 1-800-852-5494 or 1-501-371-2640

#### FLEXIBLE PREMIUM DEFERRED ANNUITY POLICY

- Annuity benefit payable at Maturity Date.
- Death benefit payable in event of the Annuitant's death prior to the Maturity Date.
- Nonparticipating, no dividends, earnings or distributable surplus is payable.

**Notice of Thirty-Day Right to Examine Policy:** Within thirty days after this Policy is delivered to the Owner, it may be returned to Homesteaders Life Company or Our agent for a full refund of Premium paid. If the Policy is returned, it will be deemed void from the Policy Date. We will refund all Premium paid.

**READ YOUR POLICY CAREFULLY.** The Policy is a legal Contract between You, the Owner, and Us, the insurer. Check the attached application, because it is a part of this Contract. If the application is not complete or has an error, please let Us know. Incorrect information on Your application may have an adverse effect on Your Policy, its benefits, or the Payment of Proceeds.

FA001-AR Page 16

# APPLICATION FOR AN INDIVIDUAL FLEXIBLE PREMIUM DEFERRED ANNUITY



# ANNUITANT'S NAME (Please Print)

Doe	John	J.	M	XX/XX/XX	35	XX	X-XX-XXXX
Last	First	Initial	Sex	Birthdate Mo./Day/Yr. L	Age ast Birthda	ay	SS No.
XYZ Stre	eet		Anytown	USA	X	XXXX	XXX-XXXX
Residence – No	and Street		City or Town	State		Zip	Phone No.
OWNER (Complete if	Owner is other than Annuitar	t)					
Last	First	Initial		F	Address		
City	State	Zip		SS No.			Relationship to Annuitant
CONTINGENT OW	NER (Applies only if Owner	predeceases An	nnuitant)				
Last	First	Initial		A	Address		_
City	State	Zip		SS No.			Relationship to Annuitant
BENEFICIARY Na	ancy Doe			XXX-X	X-XXXX	X	Spouse
(If left	blank, the Beneficiary will be	Estate of the A	nnuitant)	5	SS No.		Relationship to Annuitant
Type and Amount of A	nnuity:	Periodic Pr To be Pay		Method ☐ Preauthorized Co	llection	☐ Multip	le Billing – <i>(List other</i>
Initial Premium	\$1,000.00	☐ Annually		Plan ( <i>PAC)</i>			es for PAC or MB)
Davis dia Duamium	Φ.	☐ Semiannua	ally	(See form on rev	erse)		
Periodic Premium	\$	☐ Quarterly		☐ Direct Billing			
		☐ Monthly					
DECLARATIONS — considered represent pelief. It is agreed the of the provisions of the provisions of the base been issued we company. Do not make the paid \$1,000.0 paid.	Il represent on behalf of tations and not warrant at (1) No agent of Honhis application; (2) No while the insured is like checks payable to the thing of the thing application.  Anytown City	of myself that ies and are function of the steaders Linsurance sl ving; (3) All he agent or le	all statenull, complessed to the compassed take premium eave the premium eave eave eave eave eave eave eave eav	nents and answersete and true as writen has any power effect until the process of the checks must be payee's name blan	s contair tten, to t r or auth remium made pa k. will serv	ned in this the best of ority to cl has been ayable to	of my knowledge and nange or modify any naid and a policy Homesteaders Life
Signature of Applicant or 0	Owner (If other than Annuitar	nt)		Signature of Annuita	ant		
Agent's Statement: or annuity? ☐ Yes	To the best of your known is No (If "Yes," com	-	nt papers)			·	Ü
Agent's Signature			Agent	0 0 0 _ Number F	Prod. Code	Mkt. Co	ode
Printed Name of Agent	Δdα	Irass of Agant				Phon	e No. of Agent

REQUEST FOR PREAUTHORIZED COLLECTION PLAN — I/We hereby authorize Homesteaders Life Company of Des Moines, Iowa to initiate credit or debit entries to my/our account indicated below. The entries will be in the form of checks, drafts, or orders of electronic fund transfers for the purpose of paying insurance premiums or other authorized amounts. SUBJECT TO THESE CONDITIONS: 1. The debits shall be drawn on or about the due date or Requested draw date — 1st thru 28th Name as shown on account requested draw date for the amount due. 2. The paid entries on your bank statement will constitute in the receipt of payments. Name of Financial Institution Location 3. The privilege of making payments under this plan may be revoked by the Company if any debit is not paid upon ☐ Checking Account Number ☐ Savings to be drafted presentation. 4. The Company does not send billing notices for amounts Routing Number due under the Preauthorized Collection plan. 5. The payment of premiums or other amounts due may be Apply to the following: discontinued by the Company or the payor upon thirty (30) days written notice. NAME(S) NUMBER(S) Signature of Payor Date

\*\*\* Please submit voided check if requesting Preauthorized Collection plan \*\*\*

When you provide a check as payment, you authorize Homesteaders to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use the information from your check to make an electronic fund transfer, the funds may be withdrawn from your account on the same day we receive your payment at our Home Office and you will not receive your check back from your financial institution. For inquiries please call Homesteaders at 800-477-3633.

# INSTRUCTIONS TO AGENT

- Submit all applications to the Home Office promptly.
- The full premium collected must be submitted with the application to the Home Office.

Check the application for omissions before sending to Home Office.

#### ARKANSAS FRAUD NOTICE

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

# **Privacy Policy**

The information obtained from you will only be disclosed with your authorization, as allowed by law, or to conduct our business in administering your certificate. To ensure your privacy, safeguards are maintained to prevent unauthorized disclosure. This privacy policy applies to all past and to all present customers.

#### **ACCESS TO INFORMATION**

You may access any information maintained about you in our files. To obtain this information a written request must be made.

Upon receipt of the written request, copies will be sent to you by mail. You may be charged a reasonable fee for all copies provided.

Correction, amendment, or deletion of any information about you must be requested in writing. If a request is made, you will be informed of any action taken by us within 30 business days. If your request is not granted, you will be given an opportunity to file a statement disputing our action.

All questions and requests may be made by writing to Homesteaders Life Company, P.O. Box 1756, Des Moines, Iowa, 50306 or accessing our web page at http://www.homesteaderslife.com.

Filing Company: Homesteaders Life Company State Tracking Number:

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: FA001

Project Name/Number:

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment:

CertificateReadability.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments: Attachment:

L310A\_0412\_Spec.pdf

Item Status: Status

Date:

Satisfied - Item: Life & Annuity - Acturial Memo

Comments: Attachment:

FA001\_1206.pdf



# **Readability Certificate of Compliance**

I hereby certify the accuracy of the Flesch reading ease score for the forms listed below.

FORM#	DESCRIPTION	FLESCH SCORE
FA001-A	Flexible Premium Deferred Annuity	48.4
L310	Application for an Individual Deferred Annuity	45.3

I also certify that the forms are in compliance based on factors specified in the state statutes and have been printed in not less than 10-point type, one-point leaded.

Gerry Kraus,

Gerry Kraus

Vice President-Compliance

# APPLICATION FOR AN INDIVIDUAL FLEXIBLE PREMIUM DEFERRED ANNUITY



# ANNUITANT'S NAME (Please Print)

Doe	John	J.	M	XX/XX/XX	35	XX	XX-XX-XXXX
Last	First	Initial	Sex	Birthdate Mo./Day/Yr. L	Age ast Birthda	ay	SS No.
XYZ Stree	t		Anytown	USA	X	XXXX	XXX-XXXX
Residence – No. and Street			City or Town		111	Zip	Phone No.
OWNER (Complete if Ov	wner is other than Annuitan	t)					
Last	First	Initial		F	Address		
City	State	Zip		SS No.			Relationship to Annuitant
CONTINGENT OWN	ER (Applies only if Owner	predeceases Ar	nnuitant)				
Last	Last First		Initial Addres		Address		
City	State	Zip		SS No.			Relationship to Annuitant
	cy Doe			XXX-X	X-XXXX	X	Spouse
(If left b	lank, the Beneficiary will be	Estate of the A	nnuitant)		SS No.		Relationship to Annuitant
Type and Amount of An Initial Premium Periodic Premium	\$_1,000.00 \$	Periodic Pr To be Pay Annually Semiannua Quarterly Monthly	yable:	Method  ☐ Preauthorized Corplan (PAC) (See form on revious Direct Billing			ole Billing – (List other les for PAC or MB)
DECLARATIONS — I considered representate belief. It is agreed that of the provisions of this has been issued who company. Do not make that provide the provisions of the company. Do not make the paid \$1,000 to the coremium paid.	represent on behalf of tions and not warrant t (1) No agent of Hom s application; (2) No ile the insured is li	of myself that ies and are fonesteaders Li insurance sl ving; (3) All he agent or le	all staten ull, comple fe Compa hall take premium eave the p	nents and answersete and true as wrany has any powe effect until the payee's name blar	s contain itten, to t r or auth remium made pa	ned in thi he best of ority to of has been ayable to	of my knowledge and hange or modify any en paid and a policy or Homesteaders Life
Signed at	Anytown Čity	, <u>U</u> ; St	SA rate	Date12/01/	2000		
Signature of Applicant or Ov	vner (If other than Annuitar	nt)		Signature of Annuita	ant		
Agent's Statement: Tor annuity?	o the best of your kno	owledge and	belief, will		(If	Yes," com	
Agent's Signature			<u>J U </u> Aaent	0 0 0 - Number F	rod. Code	<u>U</u> Mkt. C	<u>U</u> ode

REQUEST FOR PREAUTHORIZED COLLECTION PLAN — I/We hereby authorize Homesteaders Life Company of Des Moines, Iowa to initiate credit or debit entries to my/our account indicated below. The entries will be in the form of checks, drafts, or orders of electronic fund transfers for the purpose of paying insurance premiums or other authorized amounts. SUBJECT TO THESE CONDITIONS: 1. The debits shall be drawn on or about the due date or Requested draw date — 1st thru 28th Name as shown on account requested draw date for the amount due. 2. The paid entries on your bank statement will constitute in the receipt of payments. Name of Financial Institution Location 3. The privilege of making payments under this plan may be revoked by the Company if any debit is not paid upon ☐ Checking Account Number ☐ Savings to be drafted presentation. 4. The Company does not send billing notices for amounts Routing Number due under the Preauthorized Collection plan. 5. The payment of premiums or other amounts due may be Apply to the following: discontinued by the Company or the payor upon thirty (30) days written notice. NAME(S) NUMBER(S) Signature of Payor Date

\*\*\* Please submit voided check if requesting Preauthorized Collection plan \*\*\*

When you provide a check as payment, you authorize Homesteaders to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use the information from your check to make an electronic fund transfer, the funds may be withdrawn from your account on the same day we receive your payment at our Home Office and you will not receive your check back from your financial institution. For inquiries please call Homesteaders at 800-477-3633.

# INSTRUCTIONS TO AGENT

- Submit all applications to the Home Office promptly.
- The full premium collected must be submitted with the application to the Home Office.

Check the application for omissions before sending to Home Office.

#### **FRAUD NOTICES**

**Arkansas/Louisiana/New Mexico/Rhode Island Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

**Florida Residents:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**Kentucky Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Maine/Tennessee/Washington Residents:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**Washington DC Residents:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

# **Privacy Policy**

The information obtained from you will only be disclosed with your authorization, as allowed by law, or to conduct our business in administering your certificate. To ensure your privacy, safeguards are maintained to prevent unauthorized disclosure. This privacy policy applies to all past and to all present customers.

#### **ACCESS TO INFORMATION**

You may access any information maintained about you in our files. To obtain this information a written request must be made.

Upon receipt of the written request, copies will be sent to you by mail. You may be charged a reasonable fee for all copies provided.

Correction, amendment, or deletion of any information about you must be requested in writing. If a request is made, you will be informed of any action taken by us within 30 business days. If your request is not granted, you will be given an opportunity to file a statement disputing our action.

All questions and requests may be made by writing to Homesteaders Life Company, P.O. Box 1756, Des Moines, Iowa, 50306 or accessing our web page at http://www.homesteaderslife.com.

Filing Company: Homesteaders Life Company State Tracking Number:

Company Tracking Number: FA001

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: FA001

Project Name/Number:

# **Superseded Schedule Items**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/31/2012	Form	Application for an individual deferred annuity	06/06/2012	L310A_0412_Spec.pdf (Superceded)
05/31/2012	Form	Flexible premium deferred annuity	06/06/2012	FA001_Rev0512.pdf (Superceded)

# APPLICATION FOR AN INDIVIDUAL FLEXIBLE PREMIUM DEFERRED ANNUITY



# ANNUITANT'S NAME (Please Print)

Doe	John	J.	M	XX/XX/XX	35	XX	XX-XX-XXXX
Last	First	Initial	Sex	Birthdate Mo./Day/Yr. L	Age ast Birthda	ay	SS No.
XYZ Stree	t		Anytown	USA	X	XXXX	XXX-XXXX
Residence – No. and Street			City or Town		111	Zip	Phone No.
OWNER (Complete if Ov	wner is other than Annuitan	t)					
Last	First	Initial		F	Address		
City	State	Zip		SS No.			Relationship to Annuitant
CONTINGENT OWN	ER (Applies only if Owner	predeceases Ar	nnuitant)				
Last	Last First		Initial Addres		Address		
City	State	Zip		SS No.			Relationship to Annuitant
	cy Doe			XXX-X	X-XXXX	X	Spouse
(If left b	lank, the Beneficiary will be	Estate of the A	nnuitant)		SS No.		Relationship to Annuitant
Type and Amount of An Initial Premium Periodic Premium	\$_1,000.00 \$	Periodic Pr To be Pay Annually Semiannua Quarterly Monthly	yable:	Method  ☐ Preauthorized Corplan (PAC) (See form on revious Direct Billing			ole Billing – (List other les for PAC or MB)
DECLARATIONS — I considered representate belief. It is agreed that of the provisions of this has been issued who company. Do not make that provide the provisions of the company. Do not make the paid \$1,000 to the coremium paid.	represent on behalf of tions and not warrant t (1) No agent of Hom s application; (2) No ile the insured is li	of myself that ies and are fonesteaders Li insurance sl ving; (3) All he agent or le	all staten ull, comple fe Compa hall take premium eave the p	nents and answersete and true as wrany has any powe effect until the payee's name blar	s contain itten, to t r or auth remium made pa	ned in thi he best of ority to of has been ayable to	of my knowledge and hange or modify any en paid and a policy or Homesteaders Life
Signed at	Anytown Čity	, <u>U</u> ; St	SA rate	Date12/01/	2000		
Signature of Applicant or Ov	vner (If other than Annuitar	nt)		Signature of Annuita	ant		
Agent's Statement: Tor annuity?	o the best of your kno	owledge and	belief, will		(If	Yes," com	
Agent's Signature			<u>J U </u> Aaent	0 0 0 - Number F	rod. Code	<u>U</u> Mkt. C	<u>U</u> ode

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Correction, amendment, or deletion of any information about you must be requested in writing. If a request is made, you will be informed of any action taken by us within 30 business days. If your request is not granted, you will be given an opportunity to file a statement disputing our action.

All questions and requests may be made by writing to Homesteaders Life Company, P.O. Box 1756, Des Moines, Iowa, 50306 or accessing our web page at http://www.homesteaderslife.com.



P.O. Box 1756 • Des Moines, IA 50306-1756 800-276-7069

## FLEXIBLE PREMIUM DEFERRED ANNUITY POLICY

- Annuity benefit payable at Maturity Date.
- Death benefit payable in event of the Annuitant's death prior to the Maturity Date.
- Nonparticipating, no dividends, earnings or distributable surplus is payable.

#### **Benefits**

The terms of this Policy are contained on this and the following pages. A Guide to Policy Provisions is located on Page 2.

We will pay the Proceeds of this Policy according to the terms of the Policy. The Proceeds will provide a monthly income, or other Payment Option, in accordance with the Payment Plan selected as described in Section 2: Payment of Policy Proceeds and in Section 9: Payment Plans.

The Owner, Annuitant, and Beneficiary are as named in the application unless changed as provided in this Policy. This Policy is a legal Contract between the Owner and Homesteaders Life Company.

The Home Office Mailing Address is Homesteaders Life Company, P.O. Box 1756, Des Moines, Iowa 50306. The toll-free telephone number for the Homesteaders Life Company Home Office is (800) 477-3633.

This Policy is issued in consideration of the application and payment of a Premium.

This Policy is signed for Homesteaders Life Company at Our Home Office located at 5700 Westown Parkway, West Des Moines, Iowa 50266.

This Policy is signed as of the Policy Date of this Policy.

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**Notice of Thirty-Day Right to Examine Policy:** Within thirty days after this Policy is delivered to the Owner, it may be returned to Homesteaders Life Company or Our agent for a full refund of Premium paid. If the Policy is returned, it will be deemed void from the Policy Date. We will refund all Premium paid.

**READ YOUR POLICY CAREFULLY.** The Policy is a legal Contract between You, the Owner, and Us, the insurer. Check the attached application, because it is a part of this Contract. If the application is not complete or has an error, please let Us know. Incorrect information on Your application may have an adverse effect on Your Policy, its benefits, or the Payment of Proceeds.

## **Guide to Policy Provisions**

### 1: DEFINITIONS

### 2: PAYMENT OF POLICY PROCEEDS

- 2.1 Death of Annuitant
- 2.2 Death of Owner
- 2.3 Interest on Death Proceeds
- 2.4 Proceeds Payable at Maturity
- 2.5 Exemption of Proceeds

### 3: PREMIUM

- 3.1 Initial Premium Amount
- 3.2 Planned Premium
- 3.3 Premium Mode

## 4: OWNERSHIP, ASSIGNMENT, AND BENEFICIARY

- 4.1 Ownership
- 4.2 Contingent Owner
- 4.3 Assignment of Your Policy
- 4.4 Beneficiary
- 4.5 Death of Beneficiary Before Death of Annuitant
- 4.6 Change of Beneficiary
- 4.7 Simultaneous Death of Beneficiary and Annuitant
- 4.8 Simultaneous Death of Owner and Annuitant

## 5: POLICY VALUES

- 5.1 Accumulation Value
- 5.2 Cash Surrender Value
- 5.3 Partial Surrenders
- 5.4 Contract Continuance
- 5.5 Payment Deferral

### **6: INTEREST CREDITED**

- 6.1 Guaranteed Minimum Interest Rate
- 6.2 Base Interest Rate

## 7: SURRENDER CHARGES

## 8: GENERAL TERMS

- 8.1 Your Contract With Us
- 8.2 Limits on Contesting This Policy
- 8.3 Valid Release for Payment
- 8.4 Option to Change Maturity Date
- 8.5 Annual Statement of Values
- 8.6 Misstatement of Age or Sex

### 9: PAYMENT PLANS

- 9.1 Request for Payment Options
- 9.2 Payment Options
- 9.3 Supplementary Contract
- 9.4 Excess Interest
- 9.5 Payee's Death Benefit and Right to Surrender
- 9.6 Limitations on the Use of the Payment Options
- 9.7 Tables of Income Benefit Payments

## **DATA PAGE**

#### FLEXIBLE PREMIUM DEFERRED ANNUITY

Annuitant: [Jonathan Michael Smith] Policy Number: [FPDA556556]

Annuitant Age at Issue: [35] Policy Date: [April 01, 2006]

Annuitant Gender: [Male] Maturity Date: [April 01, 2041]

Owner: [Jonathan Michael Smith]

Planned Premium: \$[1,000.00]

Premium Mode: [Annual]

Base Interest Rate: [4.50]%

The Base Interest Rate will not change prior to: [April 01, 2007]

Guaranteed Minimum Interest Rate: [2.90]%

The initial Base Interest Rate is applicable only to the Accumulation Value. Each Premium Payment is added to the Accumulation value, and is credited interest according to the Base Interest Rate in effect at the time of the premium payment. After one year, the Base Interest Rate will change as described in Section 6: Interest Credited.

## **CASH SURRENDER VALUE:**

The Cash Surrender Value for any year is the Accumulation Value less the Surrender Charge then in effect.

## SURRENDER CHARGE PERCENTAGE:

The Surrender Charge is a percentage of the Accumulation Value surrendered as shown below:

10 and above POLICY YEAR 1 2 3 5 6 8 PERCENTAGE 8.0% 7.0% 6.0% 5.0% 4.0% 3.0% 2.0% 1.0% 0.0% 0.0%

## **BASIS OF COMPUTATION OF RESERVES:**

The reserves and guaranteed values will at no time be less than the minimum reserves required by the laws of the state in which this Policy is issued.

## **CONTINUATION DATA PAGE**

### TABLE OF GUARANTEED CASH SURRENDER VALUES

The values shown in the table below are based on the information from the Data Page. The Planned Premium and the Initial Base Interest Rate for the first Policy Year and the Guaranteed Minimum Interest Rate in all other Policy years.

End of Policy Year	Attained Age	Accumulation Value	Cash Surrender Value	End of Policy Year	Attained Age	Accumulation Value	Cash Surrender Value
1	[36]	[1,045]	[961]	16	[51]	[20,603]	[20,603]
2	[37]	[2,104]	[1,957]	17	[52]	[22,230]	[22,230]
3	[38]	[3,194]	[3,003]	18	[53]	[23,903]	[23,903]
4	[39]	[4,316]	[4,100]	19	[54]	[25,625]	[25,625]
5	[40]	[5,470]	[5,251]	20	[55]	[27,398]	[27,398]
6	[41]	[6,658]	[6,458]	21	[56]	[29,221]	[29,221]
7	[42]	[7,880]	[7,722]	22	[57]	[31,098]	[31,098]
8	[43]	[9,137]	[9,046]	23	[58]	[33,028]	[33,028]
9	[44]	[10,431]	[10,431]	24	[59]	[35,015]	[35,015]
10	[45]	[11,763]	[11,763]	25	[60]	[37,060]	[37,060]
11	[46]	[13,133]	[13,133]	26	[61]	[39,163]	[39,163]
12	[47]	[14,543]	[14,543]	27	[62]	[41,328]	[41,328]
13	[48]	[15,994]	[15,994]	28	[63]	[43,556]	[43,556]
14	[49]	[17,486]	[17,486]	29	[64]	[45,848]	[45,848]
15	[50]	[19,022]	[19,022]	30	[65]	[48,206]	[48,206]

## **TABLE OF GUARANTEED VALUES**

Values between Policy Anniversaries will be adjusted for any time elapsed during the year.

## **MONTHLY PAYMENTS AT SELECTED AGES:**

The monthly payments below are guaranteed minimum monthly payment amounts based on the Cash Surrender Value amounts shown in the Table of Guaranteed Values and the Life Income Payment Option and the Life Income with a Certain Period of 10 Years Payment Option. Both these Payment Options are described in Section 9.2 Payment Options of this Policy.

			Life Only	Life Annuity
			Annuity	with 10 Years
		Cash		Certain
Policy	Attained	Surrender	Monthly	Monthly
Year	Age	Value	Income	Income
25	[60]	[37,060]	[163.43]	[160.47]
30	[65]	[48,206]	[246.82]	[238.14]
35	[70]	[61,066]	[371.89]	[348.08]
40	[75]	[75,901]	[563.95]	[498.67]

### 1: DEFINITIONS

**Annuitant** means the person on whose life the annuity benefit for this Policy is based. The Annuitant named on the application for this Policy is named on the Data Page. The Annuitant may be someone other than the Owner, and must be a natural person.

**Annuitant Age** is calculated based on the age as of the last birthday of the Annuitant on or before the Policy Date or any Policy Anniversary after the Policy Date. The Annuitant Age at Issue is shown on the Data Page.

**Company,** Our, Us, and We refers to Homesteaders Life Company.

**Maturity Date** is the date payments begin for this Policy as elected in Section 9: Payment Plans. The planned date for the start of these payments is listed on the Policy Data Page as the Maturity Date. No Premiums can be accepted by Us on or after the Maturity Date. The Maturity Date can be changed as provided under Section 8.4 Option to Change Maturity Date.

**Owner**, You, and Your, refers to the person who owns the Policy. The person who signs the application as the Owner will be listed on the Data Page as the Owner, and will have all of the rights as the Owner of this Policy. If there is a change of Owner the Owner will be as listed in Our records. The Owner may be someone other than the Annuitant.

**Payee** means the person or persons receiving Proceeds from this Policy.

**Policy** means this Contract, issued and delivered to the Owner. It includes the application and any amendments, endorsements, or riders attached to this Contract.

**Policy Anniversary** means the date in succeeding years in which the month and day of the month are the same as the Policy Date. If a Policy is issued on February 29 of any year, the Policy Anniversary will be considered to be March 1 in any year that does not include February 29.

**Policy Date** is shown on the Data Page. It is the date on which this Policy is first put in force. Policy Months, Policy Years, and Policy Anniversaries are measured from the Policy Date.

**Policy Year** means the number of years from the Policy Date computed as one during the first year starting on the Policy Date, and incremented by one on each succeeding Policy Anniversary.

**Premium Tax** means any tax or fee imposed or levied by any Federal, state, or local government, or political subdivision thereof, on the Premium or Proceeds of this Policy.

**Proceeds** means amounts payable under this Policy.

**Request, Notice,** and **Election** mean written notifications in a form acceptable to Us, signed by the Owner and received at Our Home Office.

### 2: PAYMENT OF POLICY PROCEEDS

Proceeds under this Policy are payable for the Death of the Annuitant, Maturity, and Full Surrender of the Policy. Each of these events has distinct terms determining how Proceeds are to be paid.

#### 2.1 Death of Annuitant

- (a) If the Annuitant dies prior to the Maturity Date, We will pay the Accumulation Value as of the date of the Annuitant's death to the Beneficiary appropriately designated for this Policy.
- (b) If the Annuitant dies after the Maturity Date, We will pay the remaining Proceeds, if any, adjusted according to the selected Payment Plan, to the Beneficiary appropriately designated for this Policy.

Before making the payments to the Beneficiary, We will require proof of death of the Annuitant acceptable to Us.

#### 2.2 Death of Owner

- (a) If the Owner is the Annuitant, Section 2.1 applies.
- (b) If the Owner is not the Annuitant and the Owner dies prior to the Maturity Date, Ownership of this Policy will be transferred as follows:
  - (i) Ownership of the policy will pass to the Contingent Owner as defined in Section 4.2 Contingent Owner. If no Contingent Owner is named or alive at the time of the Owner's death, the Annuitant will become the Owner. If the new Owner is not the spouse of the deceased Owner, Section 2.2 (b) (iii) will apply.
  - (ii) If the new Owner is to be the spouse of the deceased Owner, this Policy may be continued with all rights of Ownership being transferred to the spouse.
  - (iii) If the person named to be the new Owner is someone other than the spouse of the Owner, the entire principal and interest of the Policy must be distributed within five (5) years of the death of the Owner.
- (c) If the Owner dies on or after the Maturity Date, but before all Proceeds payable under this Policy have been distributed, We will continue payments guaranteed by the Payment Option in effect at the time of the Owner's death.

### 2.3 Interest on Death Proceeds

If Proceeds are not paid in single sum or applied under a Payment Plan within thirty (30) days after We receive proof acceptable to Us of the Annuitant's death, We will pay interest on the Proceeds. If the state in which the Owner resides requires interest to be payable sooner (by either law or regulation), We will comply with the requirements of that state.

Interest will be paid at the rate declared by Us, but not less than the rate required by the state in which the Owner resides. We will credit interest from the date We receive proof acceptable to Us of death until the Proceeds are paid or applied under a Payment Plan.

## 2.4 Proceeds Payable at Maturity

On the Maturity Date, Proceeds under this Policy will be paid according to the Payment Plan selected (as described in Section 9.). If no Payment Plan has been selected, then payments will be made according to the automatic Payment Option of Life Income with a Certain Period of 10 Years to be paid out monthly.

## 2.5 Exemption of Proceeds

To the extent allowed by law, the Proceeds will be free from creditor's claims or legal process.

### 3: PREMIUM

#### 3.1 Initial Premium Amount

Your Initial Premium Amount is due and payable no later than the Policy Date and is listed on the Data Page as the Initial Premium Amount. There is no Contract until the Initial Premium Amount is paid. If an instrument presented to Us as payment of all or any part of the Initial Premium Amount for this Policy is not negotiable for payment, or is determined to be not acceptable by Us, this Policy will be void.

### 3.2 Planned Premium

The Planned Premium is the premium payment amount billed for and anticipated to be paid on each Premium Mode. The Planned Premium is shown on the Data Page. You may change the Planned Premium at any time by sending Us a Request on a form acceptable to Us and received at the Home Office. The change in Planned Premium will become effective when recorded by Us. We reserve the right to limit the Planned Premium amount to minimum or maximum amounts as determined by Us.

An amount other than the Planned Premium may be paid into the policy at any time. We reserve the right to limit Premium Payments to minimum or maximum amounts as determined by Us.

## 3.3 Premium Mode

The Premium Mode is the frequency with which the Planned Premium will be billed and expected to be paid. The Premium Mode can be changed by sending Us a Request on a form acceptable to Us and received at the Home Office. The change in Premium Mode will become effective when recorded by Us. We reserve the right to limit the Premium Mode to options we currently offer, or to limit the number and frequency of Premium Mode Changes.

## 4: OWNERSHIP, ASSIGNMENT AND BENEFICIARY

## 4.1 Ownership

The Owner can exercise the rights given by this Policy. The Owner can name a new Owner. The change of Ownership will go into effect when the Request for change in Ownership is made on a form acceptable to us and is appropriately signed and recorded by Us. The change will be subject to any payments or actions taken by Us before We record it.

## **4.2 Contingent Owner**

A Contingent Owner can be named in the application for this Policy. If the Owner dies, the Contingent Owner will then become the Owner of this Policy and have the authority to exercise all the rights allowed by this Policy to the Owner subject to Section 2.2 Death of Owner.

If the Contingent Owner has not yet reached the age of majority, no Ownership rights can be exercised by the Contingent Owner. An authorized person can be named to act on behalf of the Contingent Owner until the Contingent Owner attains the age of majority. We may require appropriate documentation acceptable to Us as proof of a person's authority to act on behalf of a Contingent Owner.

The Owner can change the Contingent Owner at any time during the Owner's life. A written Request must be received at Our Home Office to effect a change of Contingent Owner. The Request must be in a form acceptable to Us. The Contingent Owner change will go into effect when recorded by Us, subject to any payments We make or actions We take before We record the change. A change in Ownership to the Contingent Owner does not cancel or negate an Assignment of the Policy.

## 4.3 Assignment of Your Policy

During the Annuitant's life, the Owner can assign some or all of the Owner's rights under this Policy to someone else. A signed copy of the Assignment must be sent to Our Home Office in a form acceptable to us. An Assignment of Your Policy is not binding on Us until the Request for Assignment, or a copy of it, is recorded at Our Home Office, subject to any payments or actions taken by Us before the recording.

Consent of any Irrevocable Beneficiaries is required before any Assignment of Proceeds. We are not responsible for the validity or effect of any Assignment, including any tax consequences. A general Assignment is not a change of Owner.

## 4.4 Beneficiary

The Beneficiary is the person or persons named by the Owner to receive Proceeds payable at the death of the Annuitant. There can be more than one Beneficiary.

- (a) The Primary Beneficiaries receive Death Proceeds as defined by the Owner in a form acceptable to Us.
- (b) Contingent Beneficiaries can also be named, and are entitled to receive benefits at the death of the Annuitant only if all Primary Beneficiaries are deceased prior to the death of the Annuitant. Contingent Beneficiaries must also be designated in a form acceptable to Us prior to the death of the Owner and recorded at Our Home Office prior to the death of the Annuitant.
- (c) Irrevocable Beneficiaries, if named, must be named as Primary Beneficiaries. The designation of an Irrevocable Beneficiary cannot be changed or removed without the consent of the Irrevocable Beneficiary affected. The interests of any Irrevocable Beneficiary who predeceases the Owner will terminate at the time of death of that Irrevocable Beneficiary. The designation of an Irrevocable Beneficiary does not diminish the rights of the Owner with respect to this Policy including the right to effect a Full Surrender of this Policy.

## 4.5 Death of Beneficiary Before Death of Annuitant

Unless You state otherwise, all rights of a Beneficiary, including an Irrevocable Beneficiary, will end if he or she dies before the Annuitant. If any Beneficiary dies before the Annuitant, that Beneficiary's interest will be paid, in equal shares, to the surviving Beneficiaries who have a right to payment. If all Beneficiaries die before the Annuitant, upon the Annuitant's death We will pay the Death Proceeds to the Owner, if living, otherwise to the estate of the Owner.

## 4.6 Change of Beneficiary

The Owner can change the Beneficiary (including Contingent Beneficiary) at any time during the Annuitant's life. A written Request must be received at Our Home Office to effect a Change of Beneficiary. The Request must be in a form acceptable to Us. The Beneficiary change will go into effect when recorded by Us at Our Home Office, subject to any payments We make or actions We take before We record the change. We are not responsible for a Change in Beneficiary not recorded at Our Home Office.

To effect any change in the designation of an Irrevocable Beneficiary, the change must be submitted in a form acceptable to Us and signed by the Owner and also signed by the affected Irrevocable Beneficiary. Once a Beneficiary change has been effected, the rights of all prior Beneficiaries are canceled.

The rights of any Beneficiary to any Proceeds will be subject to:

- (a) any Assignment of this Policy, accepted and recorded by Us prior to the Annuitant's death; and
- (b) any Payment Plan in effect on the date of the Annuitant's death.

## 4.7 Simultaneous Death of Beneficiary and Annuitant

Death Proceeds will be paid as though the Beneficiary died before the Annuitant if:

- (a) the Beneficiary dies at the same time as the Annuitant; or
- (b) within 24 hours of the Annuitant's death.

#### 4.8 Simultaneous Death of Owner and Annuitant

Death Proceeds will be paid as though the Annuitant died before the Owner if:

- (a) the Annuitant dies at the same time as the Owner; or
- (b) within 24 hours of the Owner's death.

## 5: POLICY VALUES

### 5.1 Accumulation Value

The Accumulation Value equals the Initial Premium Amount plus any additional premium payments less Premium Taxes, if any, accumulated with interest. Interest is calculated from the date the Initial Premium Amount is received. The date any Additional Premium or any other charges, fees, or deductions were effected will be used in the calculation of the interest credited to the Accumulation Value.

#### 5.2 Cash Surrender Value

At any time prior to the Maturity Date, You may Request to receive the Policy's Cash Surrender Value in a single sum. This is called a Full Surrender. We may require this Policy be returned to Us when the Proceeds are paid out as a Full Surrender. The Cash Surrender Value of this Policy is equal to (a) – (b) where:

- (a) is the Accumulation Value, and
- (b) is the applicable Surrender Charge (as described in Section 7: Surrender Charges).

### 5.3 Partial Surrenders

Partial surrender or partial withdrawals of Cash Value are not allowed. The Owner may request a full surrender as described in Section 5.2 Cash Surrender Value.

#### **5.4 Contract Continuance**

We may return to you the full Cash Surrender Value and cancel this contract if either of (a) or (b) below are true:

- (a) We have received no Premium Payments for at least two full years, and the monthly benefit that would be paid out on the Maturity Date with the Life Annuity with a Certain Period of 10 Years option is less than \$20.00;
- (b) After the end of the fourth policy year the Accumulation Value is less than \$1,000.00.

### 5.5 Payment Deferral

We may delay payment of any amount surrendered for up to six months or the period allowed by the laws of the state in which this Policy is issued.

### 6: INTEREST CREDITED

All interest rates within this Policy are annual effective rates. Interest is compounded daily and credited to the Accumulation Value.

#### 6.1 Guaranteed Minimum Interest Rate

The rate of interest credited to Premium Payments for this Policy will be the Base Interest Rate and is declared by Us. The Base Interest Rate is guaranteed to be not less than the Guaranteed Minimum Interest Rate shown on the Data Page.

#### 6.2 Base Interest Rate

The Initial Base Interest Rate applicable to the Initial Premium Amount is shown on the Data Page. The Base Interest Rates will not change for one year from the Policy Date.

We may change the applicable Base Interest Rates according to a schedule declared by Us, but the Base Interest Rate will not change on this policy more than once in twelve months.

## 7: SURRENDER CHARGES

A Full Surrender of the Cash Surrender Value may be subject to Surrender Charge. The Surrender Charge applicable at the time of Full Surrender will be the applicable Surrender Charge Percentage multiplied by the Accumulation Value.

The applicable Surrender Charge Percentage is shown on the Data Page. The Surrender Charge Percentage changes only on the Policy Anniversary. The Surrender Charge Percentage applicable on the first day of a Policy Year applies for all other days of that same Policy Year.

## 8: GENERAL TERMS

#### 8.1 Your Contract With Us

Your Policy is a legal Contract with Us. The Policy is issued in consideration of the application and in reliance of statements You included on the completed application and the payment of Premium. A copy of Your application is attached to, and made a part of, this Policy.

The Policy, any attached riders and endorsements, and the application make up the entire Contract between You and Us. Only an officer of the Company may change, modify, or waive the provisions of this Policy. No agent can change, modify, or waive the provisions of this Policy. Any change or additions to this Policy must be signed by an executive officer of Homesteaders Life Company in order to be binding on Us.

## 8.2 Limits on Contesting This Policy

We rely on the statements made in the application for the Policy. These statements, in the absence of fraud, are considered representations and not warranties. No statements may be used in defense of a claim under this Policy unless it is in the application. We will not contest payment of the Proceeds after this Policy has been in force during the Annuitant's life for two (2) years from the Policy Date.

## 8.3 Valid Release for Payment

If Proceeds are payable to any Annuitant or Beneficiary not legally competent to give a valid release, We may pay the Proceeds in monthly installments, not exceeding \$100, to the person or persons who appointed as either legal conservator or legal guardian of the Annuitant or Beneficiary. Proof of designation as the legal conservator or as the legal guardian must be submitted to Us.

## 8.4 Option to Change Maturity Date

You may elect a new Maturity Date at any time by making a written Request to Us at Our Home Office at least thirty (30) days prior to the Maturity Date. We may require that the Policy be submitted for endorsement to show the change.

#### 8.5 Annual Statement of Values

We will send You, at least once each Policy Year, a statement showing the following values for the period covered by the statement and as of the statement date:

- (a) the amount of Premium paid;
- (b) the Accumulation Value; and
- (c) the Cash Surrender Value.

### 8.6 Misstatement of Age or Sex

If the Annuitant's age or sex is misstated, We will adjust the Proceeds. The Proceeds of this Policy will be adjusted to those Your Premium would have bought at the correct age and sex. Any underpayment made by Us will be made up immediately. Any overpayment made by Us will be deducted from the succeeding payments until fully recovered.

### 9: PAYMENT PLANS

After the first Policy Year, Proceeds can be converted into a Supplementary Contract to initiate an Income Benefit under any of the Payment Options described below. You can choose a Payment Option during the Annuitant's lifetime. The choice of a Payment Option can be changed during the life of the Annuitant prior to the start of payments under a Payment Option. If You have not chosen a Payment Option prior to the Annuitant's death, the automatic option as described in Section 2.4 Proceeds Payable at Maturity will apply.

The calculation of the Payment Option Income Benefit Amount will be based on the Accumulation Value less the applicable Surrender Charge. This amount will be used to determine the minimum benefit payment amount based on the tables in Section 9.7 Tables of Income Benefit Payments. The first payment of the selected Payment Option will be paid on the effective date of the Supplementary Contract unless otherwise specified.

The Payee is the person receiving Income Benefit payments from Proceeds paid out according to the Payment Option selected.

### 9.1 Request for Payment Options

While the Annuitant is alive, the Owner may choose how the Proceeds are to be paid among the options, which are described below. If, when the Annuitant dies, the Owner has not made a choice, the Beneficiary may elect a Payment Option. If, after six months from the date We receive Notice of death of the Annuitant, neither the Owner nor the Beneficiary has selected a Payment Option, the Policy Proceeds will be paid in one single sum. The Beneficiary may Request a Payment Option before the Proceeds are paid and within six months after the Annuitant's death.

A Payee may not assign, transfer, or encumber any payments prior to their receipt. To the extent permitted by the law, the amount We retain is not subject to claims by any creditor or to execution or legal process on behalf of any creditor of a Payee.

If the Payment Option chosen is contingent on the life of at least one Payee, We will require proof of Age of each person on whose life an option is based. The age of each Payee will be determined as of the date the first payment is payable.

After the last designated Payee has died, We will pay any remaining guaranteed payments, according to the terms of the Supplementary Contract, to the estate of that Payee unless a Beneficiary has otherwise been designated for the Supplementary Contract.

### 9.2 Payment Options

#### Option A Interest Income.

We will hold the amount left with Us as a principal sum for an agreed period and pay interest on that amount. Interest will be credited to the unpaid balance subject to a minimum rate of 1.50%.

## Option B Payments of a Fixed Period.

We will pay a fixed number of equal monthly payments as shown in Table I. The payments under this option will be calculated using an interest rate no less than 1.50%.

### Option C Payments of a Fixed Amount.

We will pay a fixed amount each month, or other period We agree to, until the entire Proceeds, with interest, are paid. The final payment will be any balance equal to or less than any one payment. The payments under this option will be calculated using an interest rate no less than 1.50%.

## Option D Life Income.

We will pay equal monthly payments as long as the Payee lives. The amount of each payment will depend on the age at the time payments start under the Payment Option, Gender of the Payee, and the length of the certain period (if any) as shown in Table II. The payments distributed under this option are guaranteed to be no less than the payments calculated using an interest rate of 2.00% and the Annuity 2000 Valuation Mortality Table for Males and Females. The payment choices for this option are:

- (1) Life Income with No Certain Period;
- (2) Life Income with a Certain Period of 10 years;
- (3) Life Income with a Certain Period of 20 years; or

The Proceeds may be paid out under any other payment schedule agreed to by the Company and the Owner or, if the Owner is deceased, the Beneficiary.

The first payment under the Payment Options, except Option A, is payable on the date the option becomes effective. For Benefit Payments made monthly, the following payments are payable on the same day of the month as the first payment. For Benefit Payments made Annually the following payments are payable on the same month and day as the first payment. If a payment date occurs on a date not in the calendar, the payment will be payable no later than the first day of the next month. The payment interval may be other than monthly if agreed to by Us. Payment under Option D will be subject to proof of the age and continued life of each Payee. The proof must be satisfactory to Us.

For Payment Options based on the continuing life of a Payee (Option D), We may require proof that the Payee or Payees continue to be alive. Prompt notification of the Payee's death is required. All overpayments made after the death of a Payee will be recoverable by Us if the payments should have discontinued or should have been adjusted due to the death of a Payee.

## 9.3 Supplementary Contract

A Supplementary Contract will be issued in exchange for this Policy when settlement is made under a Payment Option. The effective date of the Payment Option shall be one of the following, as appropriate: the date We receive proof of death of the Annuitant, the Maturity Date, the effective date of Surrender, or any other date if We agree.

### 9.4 Excess Interest

The minimum interest rate used in the calculation of benefit payments for each Payment Option is disclosed in the description of each Payment Option listed in Section 9.2 Payment Options. We may use a higher rate for the calculation of the periodic payments under any payment Option.

## 9.5 Payee's Death Benefit and Right to Surrender

(1) Payment on Death of Payee

If any payments are payable after death of the Payee(s), We will:

- (a) Continue such payments to the Beneficiary named in the Supplementary Contract or pay a death benefit in single sum, as directed in the Supplementary Contract; or
- (b) Pay a death benefit in single sum as defined in the Supplementary Contract to the estate of the Payee, if no Beneficiary is named in the Supplementary Contract, or if no Beneficiary is living at the time of death of the Payee.

A Beneficiary named to receive continued payments must be qualified for such payments under Section 9.6 Limitations on the Use of the Payment Options. Any death benefit paid in single sum will be the amount described in (3) below.

Beneficiaries may be named in the payment option Request. Any beneficiary change must be recorded at Our Home Office. On recording, the change will take effect on the date it was signed, subject to any payment made or action taken by Us before Our recording. We may require the Supplementary Contract for endorsement of the change.

## (2) Right to Surrender

The Payee shall not have the right to surrender the supplementary Contract or commute or assign its benefits or withdraw any principal sum unless the right is granted in such Contract. The amount of any surrender value shall be the amount described in (3) below.

## (3) Amount of Death Benefit and Surrender Value

The amount of the death benefit and the surrender value for the option elected will be:

- (a) Under Option A, the remainder of the principal sum;
- (b) Under Option B and C, the commuted value of any remaining, unpaid payments for the fixed period;
- (c) Under Option D, the commuted value of any remaining, unpaid payments for the certain period.

## 9.6 Limitations on the Use of the Payment Options

Use of the Payment Options is subject to these conditions:

- (a) The options may be used only to provide payments to the following:
  - (i) The Annuitant while living;
  - (ii) A Beneficiary who is a natural person named to receive payment; or
  - (iii) A corporate Owner of this Policy named to receive payment under Options B or C. Payments to a corporation under Option D must depend on the life of the Annuitant.
- (b) We reserve the right to pay in a single sum the amount applied under any Payment Option if the Proceeds payable amount:
  - (i) Is less than \$5,000; or
  - (ii) Would result in payments of less than \$100 each.
- (c) A Payment Option will not be available if in selecting that Payment Option, this Policy would no longer qualify as an annuity under any Federal or state law or regulation.

#### 9.7 Tables of Income Benefit Payments

Tables I, II, and III show the minimum payments under Options B, C, and D for each \$1,000 of Proceeds applied. "Age last birthday" of a Payee, means the age on the last birthday the date the first payment is due. If the Payee's birthday occurs on the date the first payment is due, the age shall be the age on that birthday.

## **BENEFIT PAYMENT OPTION TABLES**

Table I Option B – Fixed Period Options

Fixed Period In Years	Annual Payment Amount	Monthly Payment Amount	
5	205.99	17.28	
6	172.93	14.50	
7	149.31	12.52	
8	131.60	11.04	
9	117.84	9.88	
10	106.83	8.96	
11	97.82	8.20	
12	90.32	7.57	
13	83.98	7.04	
14	78.54	6.59	
15	73.83	6.19	
16	69.71	5.84	
17	66.08	5.54	

Fixed Period In Years	Annual Payment Amount	Monthly Payment Amount
18	62.86	5.27
19	59.97	5.03
20	57.38	4.81
21	55.03	4.61
22	52.90	4.43
23	50.96	4.27
24	49.18	4.12
25	47.55	3.98
26	46.04	3.86
27	44.64	3.74
28	43.35	3.63
29	42.14	3.53
30	41.02	3.44

Table II Option D – Life Income Options

Fema	le F	Rates
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	Life Only		Life with		Life with	
011	Income Benefit		10 Years Certain		20 Years Certain	
Start	Annual Amount	Monthly Amount	Annual Amount	Monthly Amount	Annual Amount	Monthly Amount
Age						
55	42.36	3.60	42.14	3.57	41.21	3.49
56	43.26	3.67	43.01	3.65	41.95	3.55
57	44.21	3.76	43.92	3.73	42.71	3.62
58	45.22	3.84	44.88	3.81	43.50	3.69
59	46.28	3.94	45.90	3.90	44.31	3.75
60	47.41	4.03	46.97	3.99	45.15	3.83
61	48.60	4.14	48.09	4.09	46.00	3.90
62	49.87	4.25	49.28	4.19	46.87	3.97
63	51.22	4.37	50.54	4.30	47.75	4.05
64	52.66	4.49	51.86	4.42	48.65	4.12
65	54.18	4.63	53.26	4.54	49.55	4.20
66	55.81	4.77	54.74	4.66	50.44	4.27
67	57.56	4.92	56.30	4.80	51.33	4.35
68	59.42	5.09	57.95	4.94	52.20	4.42
69	61.43	5.26	59.68	5.09	53.05	4.49
70	63.58	5.45	61.51	5.25	53.87	4.56
71	65.90	5.66	63.43	5.42	54.64	4.62
72	68.39	5.88	65.45	5.59	55.37	4.68
73	71.08	6.12	67.55	5.77	56.04	4.73
74	73.98	6.38	69.74	5.96	56.65	4.78
75	77.11	6.66	72.00	6.15	57.19	4.82

**Male Rates** 

	Life Only		Life with		Life with	
	Income Benefit		10 Years Certain		20 Years Certain	
Start	Annual	Monthly	Annual	Monthly	Annual	Monthly
Age	Amount	Amount	Amount	Amount	Amount	Amount
55	45.85	3.90	45.40	3.86	43.68	3.70
56	46.90	3.99	46.39	3.94	44.44	3.76
57	48.01	4.09	47.44	4.03	45.22	3.83
58	49.18	4.19	48.54	4.13	46.02	3.90
59	50.43	4.30	49.69	4.23	46.82	3.97
60	51.75	4.41	50.91	4.33	47.64	4.03
61	53.16	4.54	52.20	4.44	48.46	4.10
62	54.67	4.67	53.55	4.56	49.28	4.17
63	56.27	4.81	54.96	4.68	50.10	4.24
64	57.97	4.96	56.45	4.81	50.91	4.31
65	59.79	5.12	58.00	4.94	51.71	4.38
66	61.73	5.29	59.63	5.08	52.49	4.44
67	63.79	5.47	61.32	5.23	53.25	4.50
68	65.98	5.67	63.07	5.38	53.97	4.56
69	68.31	5.87	64.89	5.54	54.66	4.62
70	70.79	6.09	66.78	5.70	55.31	4.67
71	73.42	6.33	68.71	5.87	55.92	4.72
72	76.22	6.58	70.70	6.04	56.48	4.77
73	79.19	6.85	72.74	6.21	56.99	4.81
74	82.36	7.13	74.82	6.39	57.45	4.84
75	85.74	7.43	76.92	6.57	57.87	4.88

INQUIRIES OR COMPLAINTS REGARDING THIS CONTRACT MAY BE DIRECTED TO THE CUSTOMER SERVICE DEPARTMENT OF HOMESTEADERS LIFE COMPANY, P. O. BOX 1756, DES MOINES, IOWA 50306, TELEPHONE: 800-477-3633 OR 515-440-7777.

## FLEXIBLE PREMIUM DEFERRED ANNUITY POLICY

- Annuity benefit payable at Maturity Date.
- Death benefit payable in event of the Annuitant's death prior to the Maturity Date.
- Nonparticipating, no dividends, earnings or distributable surplus is payable.

**Notice of Thirty-Day Right to Examine Policy:** Within thirty days after this Policy is delivered to the Owner, it may be returned to Homesteaders Life Company or Our agent for a full refund of Premium paid. If the Policy is returned, it will be deemed void from the Policy Date. We will refund all Premium paid.

**READ YOUR POLICY CAREFULLY.** The Policy is a legal Contract between You, the Owner, and Us, the insurer. Check the attached application, because it is a part of this Contract. If the application is not complete or has an error, please let Us know. Incorrect information on Your application may have an adverse effect on Your Policy, its benefits, or the Payment of Proceeds.